

Adopted	Rejected
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## COMMITTEE REPORT

YES:	7
NO:	5

### MR. SPEAKER:

*Your Committee on* Employment and Labor, to which was referred House Bill 1536, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill **be amended** as follows:

- 1           Page 2, delete lines 11 through 24, begin a new paragraph and insert:
- 2           "SECTION 2. IC 22-3-2-2 IS AMENDED TO READ AS
- 3           FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 2. (a) Every employer
- 4           and every employee, except as stated in IC 22-3-2 through IC 22-3-6,
- 5           shall comply with the provisions of IC 22-3-2 through IC 22-3-6
- 6           respectively to pay and accept compensation for personal injury or
- 7           death by accident arising out of and in the course of the employment,
- 8           and shall be bound thereby. **The burden of proof is on the employee.**
- 9           **The proof by the employee of an element of a claim based on**
- 10          **personal injury or death by accident does not create a presumption**
- 11          **in favor of the employee with regard to another element of the**
- 12          **claim.**
- 13          (b) IC 22-3-2 through IC 22-3-6 does not apply to railroad
- 14          employees engaged in train service as:
- 15               (1) engineers;

- (2) firemen;
- (3) conductors;
- (4) brakemen;
- (5) flagmen;
- (6) baggagemen; or
- (7) foremen in charge of yard engines and helpers assigned thereto.

(c) IC 22-3-2 through IC 22-3-6 does not apply to employees of municipal corporations in Indiana who are members of:

- (1) the fire department or police department of any such municipality; and
- (2) a firefighters' pension fund or of a police officers' pension fund.

However, if the common council elects to purchase and procure worker's compensation insurance to insure ~~said~~ employees with respect to medical benefits under IC 22-3-2 through IC 22-3-6, the medical provisions of IC 22-3-2 through IC 22-3-6 apply to members of the fire department or police department of ~~any such a~~ municipal corporation who are also members of a firefighters' pension fund or a police officers' pension fund.

(d) When any municipal corporation purchases or procures worker's compensation insurance covering members of the fire department or police department who are also members of a firefighters' pension fund or a police officers' pension fund, and pays the premium or premiums for such insurance, the payment of such premiums is a legal and allowable expenditure of funds of any municipal corporation.

(e) Except as provided in subsection (f), where the common council has procured worker's compensation insurance under this section, ~~any a~~ member of ~~such the~~ fire department or police department employed in the city carrying such worker's compensation insurance under this section is limited to recovery of medical and surgical care, medicines, laboratory, curative and palliative agents and means, x-ray, diagnostic and therapeutic services to the extent that ~~such the~~ services are provided for in the worker's compensation policy procured by ~~such the~~ city, and shall not also recover in addition to that policy for ~~such the~~ same benefits provided in IC 36-8-4.

(f) If the medical benefits provided under a worker's compensation policy procured by the common council terminate for any reason before

the police officer or firefighter is fully recovered, the common council shall provide medical benefits that are necessary until the police officer or firefighter is no longer in need of medical care.

(g) The provisions of IC 22-3-2 through IC 22-3-6 apply to:

(1) members of the Indiana general assembly; and

(2) field examiners of the state board of accounts."

Page 14, between lines 3 and 4, begin a new paragraph and insert:

"SECTION 5. IC 22-3-3-13 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 13. (a) As used in this section, "board" refers to the worker's compensation board created under IC 22-3-1-1.

(b) If an employee who from any cause, had lost, or lost the use of, one (1) hand, one (1) arm, one (1) foot, one (1) leg, or one (1) eye, and in a subsequent industrial accident becomes permanently and totally disabled by reason of the loss, or loss of use of, another such member or eye, the employer shall be liable only for the compensation payable for such second injury. However, in addition to such compensation and after the completion of the payment therefor, the employee shall be paid the remainder of the compensation that would be due for such total permanent disability out of a special fund known as the second injury fund, and created in the manner described in subsection (c).

(c) Whenever the board determines under the procedures set forth in subsection (d) that an assessment is necessary to ensure that fund beneficiaries, including applicants under section 4(e) of this chapter, continue to receive compensation in a timely manner for a reasonable prospective period, the board shall send notice not later than October 1 in any year to:

(1) all insurance carriers and other entities insuring or providing coverage to employers who are or may be liable under this article to pay compensation for personal injuries to or the death of their employees under this article; and

(2) each employer carrying the employer's own risk;

stating that an assessment is necessary. After June 30, 1999, the board may conduct an assessment under this subsection not more than one (1) time annually. ~~Every insurance carrier and other entity insuring or providing coverage to employers who are or may be liable under this article to pay compensation for personal injuries to or death of their employees under this article and every employer carrying the~~

1 employer's own risk, shall, within thirty (30) days of the board sending  
2 notice under this subsection, pay to the worker's compensation board  
3 for the benefit of the fund an assessed amount that **The total amount**  
4 **of the assessment** may not exceed two and one-half percent (2.5%) of  
5 the total amount of all worker's compensation paid to injured employees  
6 or their beneficiaries under IC 22-3-2 through IC 22-3-6 for the  
7 calendar year next preceding the due date of such payment. For the  
8 purposes of calculating the assessment under this subsection, the board  
9 may consider payments for temporary total disability, temporary partial  
10 disability, permanent total impairment, permanent partial impairment,  
11 or death of an employee. The board may not consider payments for  
12 medical benefits in calculating an assessment under this subsection. If  
13 the amount to the credit of the second injury fund on or before October  
14 1 of any year exceeds one million dollars (\$1,000,000), the assessment  
15 allowed under this subsection shall not be assessed or collected during  
16 the ensuing year. But when on or before October 1 of any year the  
17 amount to the credit of the fund is less than one million dollars  
18 (\$1,000,000), the payments of not more than two and one-half percent  
19 (2.5%) of the total amount of all worker's compensation paid to injured  
20 employees or their beneficiaries under IC 22-3-2 through IC 22-3-6 for  
21 the calendar year next preceding that date shall be resumed and paid  
22 into the fund. The board may not use an assessment rate greater than  
23 twenty-five hundredths of one percent (0.25%) above the amount  
24 recommended by the study performed before the assessment. **The**  
25 **board shall assess all employers for the liabilities, including**  
26 **administrative expenses, of the second injury fund. The total**  
27 **amount of the assessment shall be allocated between self-insured**  
28 **employers and insured employers based on paid losses for the**  
29 **preceding calendar year. The method of assessing self-insured**  
30 **employers shall be based on paid losses. The total amount of**  
31 **assessments allocated to insured employers shall be collected by the**  
32 **insured employers' worker's compensation insurers according to**  
33 **the proportion of each insurer's worker's compensation direct**  
34 **standard premiums during the preceding calendar year in relation**  
35 **to all insurer's worker's compensation direct standard premiums**  
36 **during the preceding calendar year. The portion of the total**  
37 **amount that is collected from self-insured employers is a sum equal**  
38 **to that proportion of the paid losses for the preceding calendar**

1     **year, which the paid losses of all self-insured employers bore to the**  
2     **total paid losses made by all self-insured employers and insured**  
3     **employers during the preceding calendar year. The portion of the**  
4     **total amount that is collected from insured employers is a sum**  
5     **equal to that proportion of the total paid losses for the preceding**  
6     **calendar year, which the total paid losses on behalf of all insured**  
7     **employers bore to the total paid losses on behalf of all self-insured**  
8     **employers and insured employers during the preceding calendar**  
9     **year. An employer who has ceased to be a self-insurer continues to**  
10    **be liable for assessments based on paid losses made by the**  
11    **employer in the preceding calendar year.**

12       (d) The board shall enter into a contract with an actuary or another  
13    qualified firm that has experience in calculating worker's compensation  
14    liabilities. Not later than September 1 of each year, the actuary or other  
15    qualified firm shall calculate the recommended funding level of the  
16    fund based on the previous year's claims and inform the board of the  
17    results of the calculation. If the amount to the credit of the fund is less  
18    than the amount required under subsection (c), the board may conduct  
19    an assessment under subsection (c). The board shall pay the costs of the  
20    contract under this subsection with money in the fund.

21       (e) An assessment collected under subsection (c) on an employer  
22    who is not self-insured must be assessed through a surcharge based on  
23    the employer's premium. An assessment collected under subsection (c)  
24    does not constitute an element of loss, but for the purpose of collection  
25    shall be treated as a separate cost imposed upon insured employers. A  
26    premium surcharge under this subsection must be collected at the same  
27    time and in the same manner in which the premium for coverage is  
28    collected, and must be shown as a separate amount on a premium  
29    statement. A premium surcharge under this subsection must be  
30    excluded from the definition of premium for all purposes, including the  
31    computation of insurance producer commissions or premium taxes.  
32    However, an insurer may cancel a worker's compensation policy for  
33    nonpayment of the premium surcharge. A cancellation under this  
34    subsection must be carried out under the statutes applicable to the  
35    nonpayment of premiums.

36       (f) The sums shall be paid by the board to the treasurer of state, to  
37    be deposited in a special account known as the second injury fund. The  
38    funds are not a part of the general fund of the state. Any balance

1 remaining in the account at the end of any fiscal year shall not revert to  
2 the general fund. The funds shall be used only for the payment of  
3 awards of compensation and expense of medical examinations or  
4 treatment made and ordered by the board and chargeable against the  
5 fund pursuant to this section, and shall be paid for that purpose by the  
6 treasurer of state upon award or order of the board.

7 (g) If an employee who is entitled to compensation under IC 22-3-2  
8 through IC 22-3-6 either:

9 (1) exhausts the maximum benefits under section 22 of this  
10 chapter without having received the full amount of award granted  
11 to the employee under section 10 of this chapter; or

12 (2) exhausts the employee's benefits under section 10 of this  
13 chapter;

14 then such employee may apply to the board, who may award the  
15 employee compensation from the second injury fund established by this  
16 section, as follows under subsection (h).

17 (h) An employee who has exhausted the employee's maximum  
18 benefits under section 10 of this chapter may be awarded additional  
19 compensation equal to sixty-six and two-thirds percent (66 2/3%) of the  
20 employee's average weekly wage at the time of the employee's injury,  
21 not to exceed the maximum then applicable under section 22 of this  
22 chapter, for a period of not to exceed one hundred fifty (150) weeks  
23 upon competent evidence sufficient to establish:

24 (1) that the employee is totally and permanently disabled from  
25 causes and conditions of which there are or have been objective  
26 conditions and symptoms proven that are not within the physical  
27 or mental control of the employee; and

28 (2) that the employee is unable to support the employee in any  
29 gainful employment, not associated with rehabilitative or  
30 vocational therapy.

31 (i) The additional award may be renewed during the employee's total  
32 and permanent disability after appropriate hearings by the board for  
33 successive periods not to exceed one hundred fifty (150) weeks each.  
34 The provisions of this section apply only to injuries occurring  
35 subsequent to April 1, 1950, for which awards have been or are in the  
36 future made by the board under section 10 of this chapter. Section 16  
37 of this chapter does not apply to compensation awarded from the  
38 second injury fund under this section.

(j) All insurance carriers subject to an assessment under this section are required to provide to the board:

(1) not later than January 31 each calendar year; and

(2) not later than thirty (30) days after a change occurs;

the name, address, and electronic mail address of a representative authorized to receive the notice of an assessment.

SECTION 6. IC 22-3-3-21 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 21. In ~~all~~ cases of the death of an employee from an injury by an accident arising out of and in the course of the employee's employment under ~~such~~ circumstances that the employee would have been entitled to compensation if death had not resulted, the employer shall pay the burial expenses of ~~such the~~ employee, not exceeding ~~six~~ **seven** thousand **five hundred** dollars ~~(\$6,000)~~. **(\$7,500)**."

Page 21, between lines 35 and 36, begin a new paragraph and insert:

"SECTION 8. IC 22-3-3-27 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 27. (a) The power and jurisdiction of the worker's compensation board over each case shall be continuing and from time to time it may, upon its own motion or upon the application of either party, on account of a change in conditions, make such modification or change in the award ending, lessening, continuing, or extending the payments previously awarded, either by agreement or upon hearing, as it may deem just, subject to the maximum and minimum provided for in IC 22-3-2 through IC 22-3-6.

(b) Upon making any such change, the board shall immediately send to each of the parties a copy of the modified award. No such modification shall affect the previous award as to any money paid thereunder.

(c) The board shall not make any such modification upon its own motion nor shall any application therefor be filed by either party after the expiration of two (2) years from the **latest of the following:**

**(1) The** last day for which compensation was paid under the original award made either by agreement or upon hearing, except that applications for increased permanent partial impairment are barred unless filed within one (1) year from the last day for which compensation was paid **for:**

**(A) temporary total disability;**

**(B) permanent partial impairment; or**

- 1                   **(C) permanent total disability.**
- 2           **(2) The date of an award for:**
- 3                   **(A) temporary total disability;**
- 4                   **(B) permanent partial impairment; or**
- 5                   **(C) permanent total disability.**
- 6           **(3) The last day that medical services under section 4 of this**
- 7           **chapter were provided to the employee.**

8           The board may at any time correct any clerical error in any finding or  
9           award.

10          SECTION 9. IC 22-3-7-2 IS AMENDED TO READ AS  
11          FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 2. (a) Every employer  
12          and every employee, except as stated in this chapter, shall comply with  
13          this chapter, requiring the employer and employee to pay and accept  
14          compensation for disablement or death by occupational disease arising  
15          out of and in the course of the employment, and shall be bound thereby.  
16          **The burden of proof is on the employee. The proof by the employee**  
17          **of an element of a claim based on disablement or death by**  
18          **occupational disease does not create a presumption in favor of the**  
19          **employee with regard to another element of the claim.**

20          (b) This chapter does not apply to employees of municipal  
21          corporations in Indiana who are members of:

22                (1) the fire department or police department of ~~any such a~~  
23                municipality; and

24                (2) a firefighters' pension fund or a police officers' pension fund.  
25          However, if the common council elects to purchase and procure  
26          worker's occupational disease insurance to insure ~~said the~~ employees  
27          with respect to medical benefits under this chapter, the medical  
28          provisions apply to members of the fire department or police  
29          department of ~~any such a~~ municipal corporation who are also members  
30          of a firefighters' pension fund or a police officers' pension fund.

31          (c) When any municipal corporation purchases or procures worker's  
32          occupational disease insurance covering members of the fire department  
33          or police department who are also members of a firefighters' pension  
34          fund or a police officers' pension fund and pays the premium or  
35          premiums for the insurance, the payment of the premiums is a legal and  
36          allowable expenditure of funds of any municipal corporation.

37          (d) Except as provided in subsection (e), where the common council  
38          has procured worker's occupational disease insurance as provided under



1 this section, ~~any~~ a member of the fire department or police department  
 2 employed in the city carrying the worker's occupational disease  
 3 insurance under this section is limited to recovery of medical and  
 4 surgical care, medicines, laboratory, curative and palliative agents and  
 5 means, x-ray, diagnostic and therapeutic services to the extent that the  
 6 services are provided for in the worker's occupational disease policy ~~so~~  
 7 procured by the city, and may not also recover in addition to that policy  
 8 for the same benefits provided in IC 36-8-4.

9 (e) If the medical benefits provided under a worker's occupational  
 10 disease policy procured by the common council terminate for any  
 11 reason before the police officer or firefighter is fully recovered, the  
 12 common council shall provide medical benefits that are necessary until  
 13 the police officer or firefighter is no longer in need of medical care.

14 (f) Nothing in this section affects the rights and liabilities of  
 15 employees and employers had by them prior to April 1, 1963, under  
 16 this chapter.

17 SECTION 10. IC 22-3-7-15 IS AMENDED TO READ AS  
 18 FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 15. In ~~all~~ cases of the  
 19 death of an employee from an occupational disease arising out of and  
 20 in the course of the employee's employment under ~~such~~ circumstances  
 21 that the employee would have been entitled to compensation if death  
 22 had not resulted, the employer shall pay the burial expenses of ~~such the~~  
 23 employee, not exceeding ~~six~~ **seven** thousand **five hundred** dollars  
 24 ~~(\$6,000)~~. **(\$7,500)**."

25 Page 44, between lines 28 and 29, begin a new paragraph and insert:

26 "SECTION 14. IC 22-3-7-27 IS AMENDED TO READ AS  
 27 FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 27. (a) If the employer  
 28 and the employee or the employee's dependents disagree in regard to  
 29 the compensation payable under this chapter, or, if they have reached  
 30 such an agreement, which has been signed by them, filed with and  
 31 approved by the worker's compensation board, and afterward disagree  
 32 as to the continuance of payments under such agreement, or as to the  
 33 period for which payments shall be made, or as to the amount to be  
 34 paid, because of a change in conditions since the making of such  
 35 agreement, either party may then make an application to the board for  
 36 the determination of the matters in dispute. When compensation which  
 37 is payable in accordance with an award or by agreement approved by  
 38 the board is ordered paid in a lump sum by the board, no review shall

1 be had as in this subsection mentioned.

2 (b) The application making claim for compensation filed with the  
3 worker's compensation board shall state the following:

4 (1) The approximate date of the last day of the last exposure and  
5 the approximate date of the disablement.

6 (2) The general nature and character of the illness or disease  
7 claimed.

8 (3) The name and address of the employer by whom employed on  
9 the last day of the last exposure, and if employed by any other  
10 employer after such last exposure and before disablement, the  
11 name and address of such other employer or employers.

12 (4) In case of death, the date and place of death.

13 (5) Amendments to applications making claim for compensation  
14 which relate to the same disablement or disablement resulting in  
15 death originally claimed upon may be allowed by the board in its  
16 discretion, and, in the exercise of such discretion, it may, in proper  
17 cases, order a trial de novo. Such amendment shall relate back to  
18 the date of the filing of the original application so amended.

19 (c) Upon the filing of such application, the board shall set the date  
20 of hearing, which shall be as early as practicable, and shall notify the  
21 parties, in the manner prescribed by the board, of the time and place of  
22 hearing. The hearing of all claims for compensation on account of  
23 occupational disease shall be held in the county in which the last  
24 exposure occurred or in any adjoining county, except when the parties  
25 consent to a hearing elsewhere. Claims assigned to an individual board  
26 member that are considered to be of an emergency nature by that board  
27 member, may be heard in any county within the board member's  
28 jurisdiction.

29 (d) The board by any or all of its members shall hear the parties at  
30 issue, their representatives, and witnesses, and shall determine the  
31 dispute in a summary manner. The award shall be filed with the record  
32 of proceedings, and a copy thereof shall immediately be sent by  
33 registered mail to each of the parties in dispute.

34 (e) If an application for review is made to the board within thirty  
35 (30) days from the date of the award made by less than all the members,  
36 the full board, if the first hearing was not held before the full board,  
37 shall review the evidence, or, if deemed advisable, hear the parties at  
38 issue, their representatives, and witnesses as soon as practicable, and

1 shall make an award and file the same with the finding of the facts on  
2 which it is based and send a copy thereof to each of the parties in  
3 dispute, in like manner as specified in subsection (d).

4 (f) An award of the board by less than all of the members as  
5 provided in this section, if not reviewed as provided in this section,  
6 shall be final and conclusive. An award by the full board shall be  
7 conclusive and binding unless either party to the dispute, within thirty  
8 (30) days after receiving a copy of such award, appeals to the court of  
9 appeals under the same terms and conditions as govern appeals in  
10 ordinary civil actions. The court of appeals shall have jurisdiction to  
11 review all questions of law and of fact. The board, of its own motion,  
12 may certify questions of law to the court of appeals for its decision and  
13 determination. An assignment of errors that the award of the full board  
14 is contrary to law shall be sufficient to present both the sufficiency of  
15 the facts found to sustain the award and the sufficiency of the evidence  
16 to sustain the finding of facts. All such appeals and certified questions  
17 of law shall be submitted upon the date filed in the court of appeals,  
18 shall be advanced upon the docket of the court, and shall be determined  
19 at the earliest practicable date, without any extensions of time for filing  
20 briefs. An award of the full board affirmed on appeal, by the employer,  
21 shall be increased thereby five percent (5%), and by order of the court  
22 may be increased ten percent (10%).

23 (g) Upon order of the worker's compensation board made after five  
24 (5) days notice is given to the opposite party, any party in interest may  
25 file in the circuit or superior court of the county in which the  
26 disablement occurred a certified copy of the memorandum of  
27 agreement, approved by the board, or of an order or decision of the  
28 board, or of an award of the full board unappealed from, or of an award  
29 of the full board affirmed upon an appeal, whereupon the court shall  
30 render judgment in accordance therewith and notify the parties. Such  
31 judgment shall have the same effect and all proceedings in relation  
32 thereto shall thereafter be the same as though such judgment has been  
33 rendered in a suit duly heard and determined by the court. Any such  
34 judgment of such circuit or superior court, unappealed from or affirmed  
35 on appeal or modified in obedience to the mandate of the court of  
36 appeals, shall be modified to conform to any decision of the industrial  
37 board ending, diminishing, or increasing any weekly payment under the  
38 provisions of subsection (i) upon the presentation to it of a certified

1 copy of such decision.

2 (h) In all proceedings before the worker's compensation board or in  
3 a court under the compensation provisions of this chapter, the costs  
4 shall be awarded and taxed as provided by law in ordinary civil actions  
5 in the circuit court.

6 (i) The power and jurisdiction of the worker's compensation board  
7 over each case shall be continuing, and, from time to time, it may, upon  
8 its own motion or upon the application of either party on account of a  
9 change in conditions, make such modification or change in the award  
10 ending, lessening, continuing, or extending the payments previously  
11 awarded, either by agreement or upon hearing, as it may deem just,  
12 subject to the maximum and minimum provided for in this chapter.  
13 When compensation which is payable in accordance with an award or  
14 settlement contract approved by the board is ordered paid in a lump  
15 sum by the board, no review shall be had as in this subsection  
16 mentioned. Upon making any such change, the board shall immediately  
17 send to each of the parties a copy of the modified award. No such  
18 modification shall affect the previous award as to any money paid  
19 thereunder. The board shall not make any such modification upon its  
20 own motion, nor shall any application therefor be filed by either party  
21 after the expiration of two (2) years from the **latest of the following:**

22 **(1) The last day for which compensation was paid under the**  
23 **original award made either by agreement or upon hearing, except**  
24 **that applications for increased permanent partial impairment are**  
25 **barred unless filed within one (1) year from the last day for which**  
26 **compensation was paid for:**

27 **(A) temporary total disability;**

28 **(B) permanent partial impairment; or**

29 **(C) permanent total disability.**

30 **(2) The date of an award for:**

31 **(A) temporary total disability;**

32 **(B) permanent partial impairment; or**

33 **(C) permanent total disability.**

34 **(3) The last day that medical services under section 17 of this**  
35 **chapter were provided to the employee.**

36 The board may at any time correct any clerical error in any finding or  
37 award.

38 (j) The board or any member thereof may, upon the application of

1        either party or upon its own motion, appoint a disinterested and duly  
 2        qualified physician or surgeon to make any necessary medical  
 3        examination of the employee and to testify in respect thereto. Such  
 4        physician or surgeon shall be allowed traveling expenses and a  
 5        reasonable fee, to be fixed by the board. The fees and expenses of such  
 6        physician or surgeon shall be paid by the state only on special order of  
 7        the board or a member thereof.

8        (k) The board or any member thereof may, upon the application of  
 9        either party or upon its own motion, appoint a disinterested and duly  
 10        qualified industrial hygienist, industrial engineer, industrial physician,  
 11        or chemist to make any necessary investigation of the occupation in  
 12        which the employee alleges that he was last exposed to the hazards of  
 13        the occupational disease claimed upon, and testify with respect to the  
 14        occupational disease health hazards found by such person or persons to  
 15        exist in such occupation. Such person or persons shall be allowed  
 16        traveling expenses and a reasonable fee, to be fixed by the board. The  
 17        fees and expenses of such persons shall be paid by the state, only on  
 18        special order of the board or a member thereof.

19        (l) Whenever any claimant misconceives the claimant's remedy and  
 20        files an application for adjustment of a claim under IC 22-3-2 through  
 21        IC 22-3-6 and it is subsequently discovered, at any time before the final  
 22        disposition of such cause, that the claim for injury or death which was  
 23        the basis for such application should properly have been made under  
 24        the provisions of this chapter, then the application so filed under  
 25        IC 22-3-2 through IC 22-3-6 may be amended in form or substance or  
 26        both to assert a claim for such disability or death under the provisions  
 27        of this chapter, and it shall be deemed to have been so filed as amended  
 28        on the date of the original filing thereof, and such compensation may  
 29        be awarded as is warranted by the whole evidence pursuant to the  
 30        provisions of this chapter. When such amendment is submitted, further  
 31        or additional evidence may be heard by the worker's compensation  
 32        board when deemed necessary. Nothing in this section contained shall  
 33        be construed to be or permit a waiver of any of the provisions of this  
 34        chapter with reference to notice or time for filing a claim, but notice of  
 35        filing of a claim, if given or done, shall be deemed to be a notice or  
 36        filing of a claim under the provisions of this chapter if given or done  
 37        within the time required in this chapter."

38        Renumber all SECTIONS consecutively.

(Reference is to HB 1536 as introduced.)

**and when so amended that said bill do pass.**

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Representative Torr